

EXHIBIT "D"

[Print in **black** ink all areas in bold letters . Both pages must be completed. This summons **cannot** be used for divorce actions.]

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

SUMMONS WITH NOTICE

Mary M. Monroe
[your name(s)] Plaintiff(s)

Index Number

06113492

Hyundai of Manhattan
[name(s) of party being sued] Defendant(s)

Date Index No. purchased
_____, 200__

To the Person(s) Named as Defendant(s) above:

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to appear in this action by serving a notice of appearance on the plaintiff(s) at the address set forth below, and to do so within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the summons is not delivered personally to you within the State of New York.

YOU ARE HEREBY NOTIFIED THAT should you fail to answer or appear, a judgment will be entered against you by default for the relief demanded below.

Dated: _____, 200__
[date of summons]

[sign your name(s)]

FILED

SEP 20 2006

NEW YORK
COUNTY CLERK'S OFFICE

Mary M. Monroe
[print your name(s)]

709 F.D.R. Drive # 8E

New York, N.Y. 10009

(212)

[your address(es) and telephone no.(s)]

Defendant(s) Hyundai of Manhattan 646 Eleventh Avenue New York, N.Y. 10036
[address(es) of party being sued]

Notice: The nature of this action is [briefly describe the nature of your case against the defendant(s), such as, breach of contract, negligence]:

The Defendant refuses to discontinue this contract, that was requested on and before the 7 days. The Plaintiff wishes to discontinue this contract because of fraudulent information that was written on the contract of 8/15/06

The relief sought is [briefly describe the kind of relief you are asking for, such as, money damages of \$25,000] Plaintiff request that the contract with the Defendant be canceled and A punitive Damages be Awarded \$50,000.00

Should defendant(s) fail to appear herein, judgment will be entered by default for the sum of \$50,000.00 [amount of money demanded], with interest from the date of _____ [date from which interest on the amount demanded is claimed] and the costs of this action.

Venue:

Plaintiff(s) designate New York County as the place of trial. The basis of this designation is

[check box that applies]:

- ☒ Plaintiff(s) residence in New York County
- ☐ Defendant(s) residence in New York County
- ☐ Other [See CPLR Article 5]: _____

Supreme Court of the State of New York
County of New York

Mary M. Monroe
Plaintiff

Index #

Complaint

Against
Hyundai of Manhattan

FILED

SEP 20 2006

NEW YORK
COUNTY CLERK'S OFFICE

06113492

To the Supreme Court of the State of New York.

The complaint of the Plaintiff, Mary Monroe respectfully shows and alleges as follows:

- 1.) The Plaintiff Mary Monroe resides at 709 Franklin Delanor Roosevelt Drive apartment 8-E New York, NY 10009
- 2.) Hyundai of Manhattan 646 Eleventh Avenue New York, NY 10036
- 3.) The Plaintiff Mary M. Monroe on August 15, 2006 sign a retail installation contract.
- 4.) On August 16, 2006 the Plaintiff consulted Ray Richardson from Home Grown Inc. about the contract.
- 5.) Ray Richardson inform the Plaintiff what was wrong with the contract.
- 6.) The Plaintiff then signed and notarized a letter giving Ray Richardson the authorization to make a decision on what to do with the contract.
- 7.) On August the 19, 2006 Ray Richardson with Walter Malone went to Hyundai of Manhattan at 646 Eleventh Avenue, on the corner of 47th Street.
- 8.) Ray Richardson spoke to one of the salesmen his name was Christopher, Michael was not available.
- 9.) On August 21, 2006 the Plaintiff and Ray Richardson went to Hyundai of Manhattan to speak to Michael the finance officer.

- 10.) The Plaintiff and Ray Richardson, spoke to Michael and Michael said that they have to speak to their attorney and with their bank before they can cancel the contract.
- 11.) On August 22, 2006 Ray Richardson with Lance Orton went to Hyundai of Manhattan, where Michael refused to cancel the contract.
- 12.) There is a few things wrong with the contract that appears to be fraud.
- 13.) The amount owed on the car is \$12,300.00 approximately.
- 14.) The defendant put the amount that they were going to pay off was \$14,210.00 approximately diffence of \$1,910.
- 15.) The Plaintiff interest was when she first bought her car which was 7.5% interest Hyundai of Manhattan was charging 10% exactly 10.3%.
- 16.) The defendant gave the Plaintiff ^{the Belief} that the car was fully covered. The contract covered only the air condition, radio, stereo, power steering, and automatic transmission.
- 17.) The Defendant has the Plaintiff paying \$2,5000.00 for mechanical breakdown protection no further explanation.
- 18.) \$170 for Buyer G.A.P. Insurance from the Ohio Identity Insurance Company no further explanation.
- 19.) \$125 Government License or registration fees no further explanation.
- 20.) And \$1,400.00 for Toyota Auto Care no further explanation.
- 21.) The Defendant has taken approximately \$12,300 and increased it to \$23,720.40 to be paid off in 60 payments.
- 22.) The Plaintiff has on 3 occasion tried to correct, or cancel the contract, while the Defendant constantly makes excuses, then finally denied the Plaintiff the right to cancel the contract on the 7th day.
- 23.) Since the Plaintiff tried to cancel the contract on and before the 7th day requirement and was denied, this is why the Law Suit is being initiated.

24.) The Plaintiff is asking for punitive damages in the amount of \$50,000.00. Since the defendant has shown the ability to possible commit fraud.

25.) Since the defendant was fully aware of all that was written on the contract the Plaintiff is asking for a judgement canceling the contract and awarding the Plaintiff a punitive amount of \$50,000.00.

Ms. Mary Monroe

VERIFICATION

Mary M. Monroe, being duly sworn, deposes and says:
I am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.

Mary M. Monroe
[sign your name in front of a Notary]
Mary M. Monroe
[print your name]

STATE OF NEW YORK
COUNTY OF NEW YORK
AFFIRM
Sworn to before me this SEP 1 2006
day of SEP, 2006

[Signature]
Notary Public

IRA MARK LIPFILL
Notary Public, State of New York
No. 60-4652304
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 2007

Please take notice that the within is a (certified) true copy of a

_____ duly entered in the office of the clerk of the

within named court on the _____ day of _____, 200__

Dated: _____ Yours, etc.

Attorney for: _____ Plaintiff/Petitioner
Defendant/Respondent

Office and Post
Office Address

To: _____
Attorney(s) for _____

*****NOTICE OF SETTLEMENT*****
Sir/Madam:

Please take notice that an _____

of which the within is a true copy will be presented for settlement
to the Hon. _____, one of the Justices

of the within named court at _____, 200__ at _____ AM/PM, on _____

Dated: _____, 200__ Yours, etc

Plaintiff/Petitioner
Defendant/Respondent

To: _____
Attorney(s) for _____

INDEX NO. _____
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Mary Mares

Plaintiff/Petitioner

- against -

Hyundai of Manhattan

Defendant/Respondent

To the best of my knowledge, information and belief,
formed after an inquiry reasonable under the circumstances,
the presentation of these papers or the contentions therein
are not frivolous as defined in subsection (c) of Section
130-1.1 of the Rules of the Chief Administrator (22NYCRR)

Sign Name: _____

Mary M. Mares

Print Name: _____

MARY M. MARES

Address: _____

*709 F.D.R. Drive #8E
New York, NY 10009*

Telephone *(212) 673-6056*

Service of a copy of the within is hereby admitted

Dated: _____, 200__
Attorney for _____

Toyota Motor Insurance Agency
Guaranteed Auto Protection (GAP) Program
Notice of Buyer Liability For GAP Amount - New York

Date 03-15-2016

Buyer & Co-Buyer - Name(s) and Residence Address(es)	Seller - Name & Address
MONROE M MARY 709 FDR DR SE NEW YORK NY 10009	HYUNDAI OF MANHATTAN 646 11TH AVE NEW YORK, NY 10036

If your Retail Contract ("Contract") terminates as a result of a total loss of the vehicle occasioned by its theft, confiscation or physical damage, you will remain liable for the **GAP Amount**.

The **GAP Amount** is the difference between the amount you owe under the Contract (or if you were in default, the amount you would have owed if you had paid all monthly installments and other charges when due) as of the date of total loss, less the actual cash value of the vehicle as of the date of total loss, as determined under your physical damage insurance policy, if in effect on the date of total loss.

The Seller named above, or if a lender purchases your Contract, that lender, is the "Creditor" under your Contract. For a separate charge, shown below, the Creditor will waive its contractual right to hold you liable for the **GAP Amount** in the event of a total loss of the vehicle occasioned by its theft or physical damage. The Creditor's waiver of the **GAP Amount** is not automatically included in the Contract.

The Creditor will obtain insurance which covers it for this type of loss. The Creditor may pass through to you the actual cost of this insurance, and that amount is the separate charge shown below.

Creditor GAP Waiver: If you want the Creditor to waive its contractual right to hold you liable for the **GAP Amount** in the event of a total loss of the vehicle occasioned by its theft or physical damage, a separate charge of \$ 1000 is included in the Contract. This waiver cannot be cancelled and the term of the waiver must match the term of the Contract. Initial below if you want the waiver of the **GAP Amount** for the charge stated.

Your initials indicate you want to purchase a Creditor GAP Waiver:

MM
Buyer's Initials

Co-Buyer's Initials

The Creditor GAP Insurance Company is: Ohio Indemnity Company

Even if you purchase a **Creditor GAP Waiver**, you will remain liable for the actual cash value of the vehicle and deductible amounts relating to your physical damage insurance policy, if any, plus any unpaid monthly installments and other unpaid charges that accrued prior to the date of loss and arising from your failure to fulfill your obligations under the Contract.

Buyer (Borrower) GAP Insurance: As an alternative to buying a waiver, you may be able to buy insurance covering the **GAP Amount** from any insurance company which has been licensed by the New York Superintendent of Insurance to write motor vehicle borrower **GAP** insurance in the State of New York. If you buy insurance covering the **GAP Amount**, there is no contractual waiver of the **GAP Amount** by the Creditor included in the Contract.

You are entitled to a copy of this notice. If you do not initial above that you want to purchase the Creditor GAP Waiver, you are declining to purchase the Creditor GAP Waiver that was offered to you. By signing below, you acknowledge you have read this notice and that you have been provided with a copy.

Mary Monroe
Buyer's Signature

Co-Buyer's Signature

ETCH.
NO.

CT2401297

VIRGINIA SURETY COMPANY, INC.

("We", "Our", "Us")

AUTOMOTIVE THEFT PROTECTION™ PROGRAM
CERTIFICATE OF COVERAGECUSTOMER
REGISTRATION NO.

NYV-370097

DEALER'S NAME	HYUNDAI OF MANHATTAN		Month	AUG	Day	15	Year	2006
DEALER'S ADDRESS	646 11TH AVE		Dealer Code 31658					
CERTIFICATE HOLDER'S NAME	MARY MONROE M		Initial					
CERTIFICATE HOLDER'S ADDRESS	709 FOR DR 8E		City	NEW YORK		State	NY 10009	
CERTIFICATE HOLDER'S PHONE	Area Code	Day Phone	Area Code	Night Phone				
	(412	860-4053	(212	673-6056				
VEHICLE INFORMATION	Make	Year	Model	Vehicle ID Number (VIN)		Mileage		
	HYUNDAI	2003	SONATA	KMHWF35H03A884749		20952		
CERTIFICATE HOLDER'S E-MAIL								

This certifies that the Automotive Theft Protection™ Program ("ATP®") system has been installed on the above described Covered Vehicle utilizing a process designed to deter theft and assist authorities in the recovery of the Stolen Vehicle. THIS CERTIFICATE OF COVERAGE SHALL NOT DUPLICATE COVERAGE AFFORDED BY ANY OTHER INSURANCE POLICY OR COVERAGE, INCLUDING THE COMPREHENSIVE PHYSICAL DAMAGE COVERAGE PROVIDED BY YOUR PRIMARY AUTOMOBILE INSURANCE CARRIER.

COVERAGE TERM

Subject to the terms and conditions of this Certificate of Coverage, if the Covered Vehicle is stolen within:

☐ 2 years☐ 3 years☐ 4 years☒ 5 years

of the Effective Date of this Certificate of Coverage, You will be entitled to the Limited Benefit stated below. Provided that: 1) the Covered Vehicle is not recovered within THIRTY (30) days of theft; 2) You are still the Certificate Holder named above; and 3) all the conditions stated below are met.

FOR INSURANCE COMPANY USE ONLY

MAXIMUM BENEFIT PAYABLE

☐ PREFERRED PROTECTION PLAN☒ (up to \$5,000.)☐ (up to \$7,500.)☐ (up to \$15,000.)☐ (up to \$25,000.)☐ BASIC PROTECTION PLAN

(up to \$2,500.) includes rental car

FOR INSURANCE COMPANY USE ONLY

The amount selected above is the Maximum Benefit Payable under this Certificate of Coverage.

LIMITED BENEFIT

When the Automotive Theft Protection™ Program ("ATP®") is applied to, or installed on Your Covered Vehicle, the terms and conditions of coverage are met and Your Covered Vehicle is later stolen and unrecovered or declared a total loss due to theft, we will pay a loss Benefit defined as:

A. Basic Protection Plan: Pay on Your behalf, to the Automobile Dealer, a loss Benefit towards the purchase or lease of a Replacement Vehicle; and pay to You a Rental Car Reimbursement of up to \$250. Loss Benefit to be calculated as follows:

Purchased Vehicle - The difference between Your Replacement Vehicle Cost and the amount You receive from Your Primary Automobile Insurance Carrier for the theft of Your Covered Vehicle; or

Leased Vehicle - The total payment due the Automobile Dealer to reduce from Your Replacement Vehicle Cost that amount necessary, to produce a Replacement Vehicle monthly lease payment and term (total number of monthly payments) identical to the original monthly lease payment and term of Your Stolen Vehicle.

B. Preferred Protection Plan: Pay on Your behalf, to the Automobile Dealer, a loss Benefit towards the purchase or lease of a Replacement Vehicle, and pay to You a Rental Car Reimbursement of up to \$500. Loss Benefit to be calculated as follows:

Purchased Vehicle - The difference between Your Replacement Vehicle Cost and the amount You receive from Your Primary Automobile Insurance Carrier for the theft of Your Covered Vehicle; or

Leased Vehicle - The total payment due the Automobile Dealer to reduce from Your Replacement Vehicle Cost that amount necessary, to produce a Replacement Vehicle monthly lease payment and term (total number of monthly payments) identical to the original monthly lease payment and term of Your Stolen Vehicle.

This Certificate of Coverage is transferable to a second owner of Your Covered Vehicle subject to the Program Administrator's approval. See the Transfer Option section of the Conditions for details. This Certificate of Coverage and all amendments thereto make up the complete contract of insurance between the Insurer and the Certificate Holder. No person can alter or waive any part of this Certificate of Coverage or make any agreements that bind Us. In the event You are unable to obtain satisfaction of Your Benefits, You may file a direct claim with Us at: 1(800) 209-6206. The above selections indicate the term and maximum benefit payable of the insurance for which I am applying. I have read the Certificate of Coverage and I understand and agree to all its provisions.

CUSTOMER'S SIGNATURE

08/15/06

DATE

08/15/06

AUTHORIZED DEALER SIGNATURE

DATE

I DECLINE to purchase the Automotive Theft Protection™ Program. I understand that, in the event that my vehicle is stolen, I AM NOT ENTITLED TO A CLAIM BENEFIT OFFERED BY THE AUTOMOTIVE THEFT PROTECTION PROGRAM™.

CUSTOMER'S SIGNATURE

DATE

TO REPORT A CLAIM CONTACT THE PROGRAM ADMINISTRATOR AT:

A TOUCH OF CLASS, INC. • 7455 Natural Bridge Caverns Rd. • Schertz, TX 78154 • (800) 707-9292 • warrantyservice@cal-tex-inc.com

WHITE - ATOC • YELLOW - DEALER • PINK - CUSTOMER

© 2000 A TOUCH OF CLASS, INC.



AGREEMENT TO PROVIDE INSURANCE



I hereby agree to maintain liability, comprehensive, and collision insurance coverage for the referenced vehicle with a maximum deductible of \$1,000.00 in the name of the Named Insured as shown below. If I am purchasing the vehicle, the insurance policy will reflect Toyota Motor Credit Corporation (or Lexus Financial Services, if applicable) as the lienholder and loss payee. If I am leasing the vehicle, the insurance policy will reflect Toyota Motor Credit Corporation, Lexus Financial Services, or Toyota Lease Trust (as reflected on the lease agreement) as legal owner of the vehicle and additional insured. I also agree to maintain liability insurance coverage in an amount equal to or greater than minimum requirements for the state in which I reside, or as required in my lease or retail contract, whichever is greater.

NAMED INSURED (SAME AS BUYER/LESSEE)

FIRST NAME MONROE	MIDDLE NAME M	LAST NAME MARY
STREET ADDRESS 709 FOR DR 8E	CITY NEW YORK	STATE NY
TELEPHONE NUMBER () 212-6736056	ZIP CODE 10009	

VEHICLE INSURED

YEAR 2003	MAKE HYUNDAI	BODY SD	MODEL SONATA	VIN/SERIAL NUMBER KMHWF35H03A884749
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INSURANCE AGENT

NAME GEICO
STREET ADDRESS 750 WOODBURY RD
CITY WOODBURY NY 11797
STATE NY
ZIP CODE 11797
TELEPHONE NUMBER 800-8413000

INSURANCE COMPANY

NAME GEICO
POLICY NUMBER 2018296323
EFFECTIVE DATE FROM 08/15/06 TO
COVERAGE <input checked="" type="checkbox"/> LIABILITY <input type="checkbox"/> COLLISION
DEDUCTIBLE \$ 1000

NAMED INSURED'S SIGNATURE

X <i>Mary Monroe</i>	DATE 08/15/06
----------------------	-------------------------

TMCC ACCOUNT NUMBER

DEALER CONFIRMATION

<input type="checkbox"/> AGENCY CONFIRMED BY	<input checked="" type="checkbox"/> INSURANCE COMPANY DATE	NAME OF PERSON TMCC/LFS/TLT AS LOSS PAYEE/ADDITIONAL INSURED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---	---	--

DEALER/SALESPERSON SIGNATURE

X <i>[Signature]</i>

DEALER

HYUNDAI OF MANHATTAN

IMPORTANT NOTICE TO BUYER/LESSEE

TAKE THE YELLOW COPY OF THIS FORM TO YOUR INSURANCE AGENT TO ASSIST IN PROVIDING PROPER PROOF OF COVERAGE TO LOSS PAYEE/ADDITIONAL INSURED.



IMPORTANT NOTICE TO AGENT

SEND PROOF OF
COVERAGE AND
ALL CORRESPONDENCE TO:



TOYOTA MOTOR CREDIT CORPORATION
P.O. Box 3025
Coraopolis, PA 15108



Yves Gilbert
General Manager

Hyundai of Manhattan

646 11th Avenue
(Corner of 47th & 11th Ave.)
New York, NY 10036

Sales: 212-459-1500

Fax: 212-586-3015

Service: 212-459-0300

Parts: 212-459-0445

Email: Yves.Gilbert@bramcorp.net

Mary Monroe
709 F.D.R. Drive #8E
New York, N.Y. 10009

I Mary Monroe give Raymond Richardson,
the right to make decision on my behalf. Since I
can't be present concerning my contractual Agree-
ment with Hyundai of Manhattan, signed on August
15, 2006. He can agree to continue or discontinue
the contract as he sees fit. Since he is represent-
ing me his decision is final. Thank You And God
Bless You Truly

Yours
Ms. Mary Monroe

STATE OF NEW YORK
COUNTY OF NEW YORK
SWORN TO BEFORE ME THIS
AUG 16 2006

Brian Appel
Notary Public, State of New York
No. 31-5002648
Commission Expires 12/31/08
New York City, N.Y.

Oct 5, 2006

[Handwritten signatures]

[Print to fill in the spaces next to the instructions]

Affidavit of Service After Commencement of Litigation

Mary Monroe against Hyundai of Manhattan Index No. 113492 / 06

STATE OF NEW YORK, COUNTY OF New York ss:

I, Raymond Richardson, [name of person who served papers],
 being duly sworn, depose and say: I am over 18 years of age and am not a party to
 this case. I reside at [your address] 2080 First Avenue #210 New York 10029
 On 2006, 2006 [date of service], at 5:30 AM/PM, [time of day], I served
 true copy of the following papers: [identify papers served] Summons with Notice, Complaint
& Exhibits, in the following manner. [check box that applies]

☒ Personal By personally delivering the papers to Yves Gilbert [identify
Service person served] at 646 11th Avenue New York, N.Y. 10036 [address].

The individual I served had the following characteristics [check the right boxes]:

<u>Sex</u>	<u>Height</u>	<u>Weight</u>	<u>Age</u>
<input checked="" type="checkbox"/> Male	<input type="checkbox"/> Under 5"	<input type="checkbox"/> Under 100 lbs.	<input type="checkbox"/> 21-34 years
<input type="checkbox"/> Female	<input type="checkbox"/> 5'0"-5'3"	<input type="checkbox"/> 100-130 lbs.	<input type="checkbox"/> 35-50 years
	<input checked="" type="checkbox"/> 5'4"-5'8"	<input type="checkbox"/> 131-160 lbs.	<input checked="" type="checkbox"/> 36-50 years
	<input type="checkbox"/> 5'9"-6'0"	<input checked="" type="checkbox"/> 161-200 lbs.	<input type="checkbox"/> 51-65 years
	<input type="checkbox"/> Over 6'	<input type="checkbox"/> Over 200 lbs.	<input type="checkbox"/> Over 65 yrs.

[describe] Skin color Brown Hair color Black

Other identifying features, if any [describe]: _____

☐ Mail By mailing the same in a sealed envelope, with postage prepaid thereon, in a post
 office or official depository of the U.S. Postal Service within the State of New
 York, addressed to the last-known address of the addressee(s) indicated below:

☐ Overnight By depositing the same with an overnight delivery service in a wrapper properly
Delivery addressed. Said delivery was made prior to the latest time designated by the
Service overnight delivery service for overnight delivery. The delivery service used was
 _____ [name of delivery service used]

[Name(s) and address(es) of person(s) served]

Sworn to before me this
7th day of October, 2006

Ling Fung Cheung
 Notary Public

LING FUNG CHEUNG
 Notary Public, State of New York
 No. 01CH6133227
 Qualified in Kings County
 Commission Expires Sept. 12, 2009

Raymond Richardson
 [Sign name before a Notary]
Raymond Richardson
 [Print your name]

FILED

OCT 10 2006

NEW YORK
 COUNTY CLERK'S OFFICE

TOYOTA MOTOR INSURANCE AGENCY

**GUARANTEED AUTO PROTECTION PROGRAM
CREDITOR GAP WAIVER
New York**

Waiver # 3154KQ

Plan Code 401

Dealer Code 11854

Effective Date 12-15-07

Buyer Information

Name MONROE M. BART		Address 709 FOR DR SE	
City NEW YORK	State NY	Zip 10009	Telephone (212) 673-6056

Vehicle Information

Make HYUNDAI	Model SONATA	Model Year 2003
Vehicle Identification Number KMHWF35H03A864741	New/Used USED	Retail Contract Start Date

Creditor Information

Name Info		Address PO BOX 105386	
City ATLANTA	State GA	Zip 30348-5386	Telephone
			Retail Contract Term (months) 60

Dealer Information

Name HYUNDAI		Address 640 11TH AVE	
City NY	State NY	Zip 10036	Telephone (212) 459-1500

WAIVER OF GAP AMOUNT

GAP protection is not required to enter into your retail installment contract ("Contract"). If your Contract is terminated as a result of total loss of the vehicle occasioned by its theft or physical damage, the Creditor can agree to waive its contractual right to hold you liable for the GAP Amount. The GAP Amount is the difference, if any, between the amount you owe under the Contract (or if you were in default, the amount you would have owed if you had paid all monthly installments and other charges when due) as of the date of a total loss, less the actual cash value of the vehicle under your physical damage insurance policy as of the date of total loss.

The Creditor has obtained GAP insurance, which covers the Creditor for the GAP Amount, and will pass through to you the actual cost of this insurance. If the total loss is not covered by a physical damage insurance policy, the actual cash value will be determined using the N.A.D.A. Official Used Car Guide published by the National Automobile Dealer Association.

Your purchase of this Waiver means your Creditor agrees to waive its contractual right to hold you liable for the GAP Amount in the event of a total loss of the vehicle occasioned by its theft or physical damage. However, you will remain responsible for any monthly installments or other charges arising from your failure to fulfill your obligations under the Contract that accrued prior to the date of loss, the actual cash value of the vehicle, and deductible amounts relating to your physical damage insurance policy and the Buyer GAP insurance policy, if any.

CHARGE FOR CREDITOR GAP WAIVER

The cost of your Creditor GAP Waiver is \$ 175. This separate charge will be included in your Contract and cannot be cancelled.

PROCEDURE FOR REPORTING A TOTAL LOSS

If your Contract terminates as a result of total loss of the vehicle occasioned by its theft or physical damage, call the Program Administrator at (800) 255-8713.

The Creditor GAP Insurance Company is: Ohio Indemnity Company

Signature of Buyer

Date

Signature of Co-Buyer

Date

Signature of Dealer

Date

COUNTY CLERK, NEW YORK COUNTY

Application for INDEX NUMBER pursuant to Section 8018,
C.P.L.R.

FEE \$210.00

INDEX NUMBER

Do not write in this space

Space below to be TYPED or PRINTED by applicant

TITLE OF ACTION OR PROCEEDING

Mary Monroe

Against

Hyundai of Manhattan

CHECK ONE



COMMERCIAL
ACTION



NOT
COMMERCIAL
ACTION



CONSUMER
CREDIT
TRANSACTION



NOT
CONSUMER
CREDIT
TRANSACTION



THIRD
PARTY
ACTION



NOT
THIRD
PARTY
ACTION

**IF THIRD PARTY ACTION
MAIN INDEX NO.** _____

06113492

**Name and address of
Attorney for Plaintiff
or Petitioner.**

Telephone No.

MARY MONROE
709 F.D.R. DRIVE #8E New York, N.Y. 10009
(212) 529-3917 / 673-6056

**Name and address of
Attorney for Defendant
or Respondent.**

Telephone No.

**A. Nature and object of action or
Nature of special proceeding**

Refused to void contract before 7 Days

B. Application for Index Number filed by: Plaintiff ☒ Defendant ☐

C. Was a previous Third Party Action filed Yes ☒ No ☐

Date filed _____